

State of \_\_\_\_\_

## **VOLUNTEER NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

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This Volunteer Non-Disclosure and Confidentiality Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Disclosing Party") and \_\_\_\_\_ ("Receiving Party").

Disclosing Party and Receiving Party are entering into a volunteer relationship where the Receiving Party may have access to confidential and proprietary information related to Disclosing Party's operations, beneficiaries, and activities (the "Volunteer Activity").

In consideration of the opportunity to participate in the Volunteer Activity, the parties agree as follows:

1. **Confidential Information.** Confidential information is: (Check one)

**All information shared by Disclosing Party.** "Confidential Information" shall mean any non-public information related to the Disclosing Party's operations, services, strategies, beneficiaries, donors, financial information, and any other information that is disclosed by Disclosing Party to Receiving Party in relation to the Volunteer Activity. Receiving Party agrees to maintain the confidentiality of all such information and not to use it for any purpose outside of the Volunteer Activity.

**Only information marked 'Confidential.'** "Confidential Information," exchanged by the parties and entitled to protection hereunder, shall be identified or marked as such by an appropriate stamp or marking on each document exchanged designating the information as confidential or proprietary.

**Specific information.** The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which Disclosing Party considers confidential: (Check all that apply)

'Volunteer Coordination Processes' which includes all methodologies, practices, procedures, proprietary information, or data either in existence or contemplated related to the coordination, management, and support of volunteers by the Disclosing Party.

'Event Planning and Management' which includes plans, strategies, and documentation detailing the organization, promotion, and execution of events or projects involving volunteers by the Disclosing Party.

'Volunteer Data and Privacy Information' which includes personal information of volunteers, data protection measures, and any associated documentation maintained by the Disclosing Party.

'Training Materials and Guides' which includes information about training programs, materials, guides, or platforms employed in the training and development of volunteers by the Disclosing Party.

'Security and Safety Protocols' which includes methodologies, procedures, and practices related to ensuring the safety and security of volunteers and projects managed by the Disclosing Party, including but not limited to, emergency response plans and confidentiality agreements.



'Project Specific Information' which includes specific details about volunteer projects such as objectives, locations, involved entities, logistical arrangements, and management practices employed by the Disclosing Party.

'Intellectual Property' as it specifically relates to volunteer projects or the organization's operations, including any copyrights, trademarks, and any applications for registration of these rights developed or used by the Disclosing Party.

'Donor Information and Confidential Donations' which includes details about donors, donation amounts, conditions, or any agreements related to funding of projects involving volunteers.

'Operational Strategies and Organizational Policies' which includes strategic plans, internal policies, and procedures critical to the operation and governance of volunteer activities by the Disclosing Party.

Other:

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**2. Exclusions from Confidential Information.** The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- a. If the information becomes public knowledge through means other than unauthorized disclosure by the Receiving Party or its Representatives;
- b. If the information was obtained by the Receiving Party from a third party who, to the Receiving Party's or its Representatives' best knowledge, was not bound by a confidentiality agreement with the Disclosing Party;
- c. If the Receiving Party discloses the information with the explicit prior written consent of the Disclosing Party;
- d. If the information was independently developed by the Receiving Party without reliance on any Confidential Information previously disclosed by the Disclosing Party; or
- e. If the Receiving Party or its Representatives are required by law to disclose the information, provided that the Receiving Party or its Representatives notify the Disclosing Party in advance to seek a protective order or other legal remedy to limit the disclosure. In the absence of such a protective order or remedy, the Receiving Party or its Representatives will only disclose the information to the extent legally required.

**3. Obligation to Maintain Confidentiality.** With respect to Confidential Information:

- a. The Receiving Party and its Representatives agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- b. The Receiving Party and its Representatives shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by the Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- c. Upon the termination of this Agreement, the Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by the Disclosing Party;
- d. If there is an unauthorized disclosure or loss of any of the Confidential Information by the Receiving Party or any of its Representatives, the Receiving Party will promptly, at its own expense, notify the Disclosing Party in writing and take all actions as may be necessary or reasonably requested by the Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and



- e. The obligation not to disclose Confidential Information [shall survive the termination of this Agreement, and at no time will the Receiving Party or any of its Representatives be permitted to disclose Confidential Information/remain in effect until \_\_\_\_\_ (Check one)  months  years from the date hereof or until the Confidential Information ceases to be a trade secret], except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.

4. **Non-Disclosure of Volunteer Activity.** Without the Disclosing Party's prior written consent, neither the Receiving Party nor its Representatives shall disclose to any other person, except to the extent, the provisions of Paragraph 2 apply: (a) the fact that Confidential Information has been made available to it or that it has inspected any portion of the Confidential Information; (b) the fact that the Disclosing Party and the Receiving Party are having discussions or negotiation concerning the Volunteer Activity; or (c) any of the terms, conditions or other facts with respect to the Volunteer Activity.

5. **Representatives.** Receiving Party will take reasonable steps to ensure that its Representatives adhere to the terms of this Agreement. Receiving Party will be responsible for any breach of this Agreement by any of its Representatives.

6. **Disclaimer.** There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Volunteer Activity. Either party may, in its sole discretion: (a) reject any proposals made by the other party or its Representatives with respect to the Volunteer Activity; (b) terminate discussions and negotiations with the other party or its Representatives at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Volunteer Activity at any time without prior notice to the other party.

7. **Remedies.** Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that one party, or any of its Representatives, has breached this Agreement, such party will be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.

8. **Notices.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party.

Disclosing Party

Name: \_\_\_\_\_  
Representative name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Fax number: \_\_\_\_\_

Receiving Party

Name: \_\_\_\_\_  
Representative name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_



Fax number: \_\_\_\_\_

9. **Termination.** This Agreement will terminate on the earlier of:

- (a) the written agreement of the parties to terminate this Agreement;
- (b) the completion of the Volunteer Activity; or
- (c) \_\_\_\_\_ (Check one)  months  years from the date hereof.

10. **Amendment.** This Agreement may be amended or modified only by a written agreement signed by both of the parties.

11. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of \_\_\_\_\_ for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.

12. **Miscellaneous.** This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties. Neither party may assign its rights or delegate its duties under this Agreement without the other party's prior written consent. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Disclosing Party:

\_\_\_\_\_  
**Disclosing Party Signature**

\_\_\_\_\_  
**Disclosing Party Full Name**

\_\_\_\_\_  
**Receiving Party Representative  
Signature**

\_\_\_\_\_  
**Receiving Party Representative  
Full Name and Title**

Receiving Party:

\_\_\_\_\_  
**Receiving Party Signature**

\_\_\_\_\_  
**Receiving Party Full Name**



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**Receiving Party Representative**  
Signature

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**Receiving Party Representative**  
Full Name and Title

